



General Terms and Conditions for Corporate customers

Effective from
29 May 2020

e.on

General Terms and Conditions for Corporate customers

These Terms and Conditions are not appropriate for non-domestic customers with single Premises who meet the criteria for the CMA Segment.

1 Commencement and duration

1.1 This Agreement starts on the date we counter-sign the Proposal (the "Commencement Date") and shall continue until the later of the End Date (except where terminated earlier in accordance with these Terms and Conditions) or until no Meter Points are Registered to us under this Agreement. We shall Notify you promptly, in Writing, of our acceptance of your offer.

1.2 The Charges and additional special conditions shown on the Proposal shall apply for the duration of the Agreed Supply Period, except where varied in accordance with these Terms and Conditions. Subject to Clause 6.4.b, if we remain the Registered supplier for any of the Meter Points after the End Date, except where this Agreement has been terminated prior to the End Date, the Parties have entered into a new agreement for the supply of Energy to the Premises or all Meter Points at the Premises have been permanently Isolated, this Agreement shall continue except that you shall be charged at our Extended Contract Rates unless any of the Meter Points are de-energised. If any of your Meter Points are de-energised and we remain the Registered supplier after the End Date this Agreement shall continue and you shall be charged according to our De-energised Tariff.

1.3 A Meter Point ceasing to be a part of the Agreement does not affect the validity of this Agreement in relation to the remaining Meter Point(s).

2 Pre-supply and supply conditions

2.1 Our obligation to supply Energy to each Meter Point under this Agreement shall commence on the Start Date or on Registration of the Meter Points to us, whichever is the later, subject to the warranties in Clauses 2.6 and 2.7 being true.

2.2 You shall be responsible for terminating your agreement with your previous supplier and ensuring they have no cause to raise a transfer objection under your agreement with them.

2.3 We will take all reasonable steps to complete a supplier transfer from your previous supplier within twenty one (21) days from the day after the Commencement Date, unless:

- you have requested that the supply transfer take place over a longer time period; and/or
- you terminate your Agreement with us prior to the transfer being completed, in which case the conditions of Clause 8.7 shall apply; and/or
- your current supplier raises an objection to the transfer in accordance with the terms and conditions of your agreement with them; and/or

- we do not have all of the information required to complete a supply transfer despite having taken reasonable steps to obtain such information, and such information is not readily available to us from a public source or agent known to us; and/or
- other circumstances which are beyond our reasonable control; including but not limited to:
 - where supply is required to Premises that are not, at the time of entering into a supply agreement with us, connected to the relevant Network and the intended date of connection to the Network is delayed for any reason whatsoever;
 - where you have not met any pre-supply conditions as stipulated in Clause 2 of these Terms and Conditions.

2.4 We shall have no liability to you where Registration of one (1) or more Meter Points is delayed beyond the Start Date due to circumstances beyond our reasonable control.

2.5 In the event that we are unable to Register a Meter Point for any reason beyond our control including, but not limited to, your previous supplier raising a transfer objection which:

- despite our reasonable efforts the issue is not resolved twenty one (21) days after the Start Date; and/or
- for electricity only, is not resolved by the fourth time we attempt to Register a Meter Point; we may deem you to have wrongfully terminated this Agreement in which case the conditions of Clause 8.7 shall apply.

2.6 At the time of entering into this Agreement we warrant that we have a valid Supply Licence.

2.7 At the time of entering into this Agreement you warrant that:

- each Meter Point is connected to the Network or is intended to be connected to the Network by no later than the Start Date; and
- it is your intention that we shall be the sole supplier at each Meter Point for the duration of this Agreement.

If either of these warranties cease to be true during the period of this Agreement in respect of one (1) or more Meter Points, this Agreement may be terminated by us in respect of that Meter Point or, at our option, all Meter Points and the conditions of Clauses 8.4 and 8.7 shall apply.

2.8 You further warrant that you are the owner and/or occupier of the Premises; alternatively you shall have Notified us in Writing that you are not the owner and/or occupier of the Premises and shall provide us, prior to entering into this Agreement, with evidence in a form acceptable to us to show that you are acting under the authority of the owner and/or occupier of the Premises in entering into this Agreement with us. In the event that we become aware that you do not have the necessary authority we may immediately terminate this Agreement in which case the conditions of Clause 8.7 shall apply.

2.8.1 In the absence of an express Notification to the contrary we shall always deem you to be the customer taking the supply of Energy at the Premises. Where you are not the customer taking the supply but you are the landlord or owner of the Premises, you accept that you shall be liable for all of the consumption at the Premises and shall be deemed, for all purposes as the customer taking the supply, and shall be subject to all the relevant laws and regulations applicable to a customer.

2.9 At the time of entering into this Agreement, you confirm that:

- you have Notified us and provided us with details of any on-site generation or Automated Meter Reading Equipment at the Premises; and
- you have provided us with the name, address and telephone number of your landlord, if applicable, and have obtained appropriate consent from your landlord to send their details to us.

If any of this information changes at any time during the Agreement you shall Notify us at least one (1) Month in advance or as soon as practicable thereafter.

2.10 Where you have an agreement with a third party for the provision of metering or other services you shall ensure that they operate at all times in accordance with Good Industry Practice, relevant legislation and Industry Codes. You shall be responsible for all costs incurred by us in relation to the metering or other service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party's equipment.

3 Supply

3.1 The characteristics of Energy supplied to you are managed by your Network Operator and as such we have no control over the quality of such Energy. We can provide you with contact details for your Network Operator on request.

3.2 Your supply may be temporarily or permanently Isolated or you may be directed to stop using Energy for the following reasons:

- to avoid danger or as a result of an emergency or potential emergency; or
- to enable maintenance or repair work to be carried out; or

- in accordance with the Act, any industry agreements we have necessarily entered into in order to supply Energy and/or any Industry Codes; or
- for electricity only, by or on behalf of your Network Operator under your connection agreement with them or the National Terms of Connection; or
- for gas only, where Premises are supplied on an Interruptible basis as determined under industry regulations and/or any Industry Codes; or
- for gas only, where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency; or
- otherwise in accordance with these Terms and Conditions and/or any documents referenced herein.

4 Your rights and obligations

4.1 In respect of all meters not read remotely you shall take meter readings on the Start Date or the date the Meter Point(s) are Registered to us, whichever is the later, and provide the readings to us within three (3) Working Days. If you fail to supply such meter readings or if we or an Agent reasonably believe such meter readings are incorrect, then you agree to accept the use of estimated meter readings provided by the Agent for the purposes of this Agreement. We shall not be responsible for the accuracy of such meter readings.

4.2 You agree to provide a list of expected shutdowns, holiday periods or other periods of significantly reduced Energy consumption for each Premises together with estimates of Energy that will be consumed during these periods. You also agree to provide estimates of Energy that would be consumed if such shutdowns, holidays or other significant reductions were not to occur. These estimates shall be provided by you to us at least one (1) week in advance of the applicable shutdowns, holiday or period of significantly reduced consumption.

4.3 You shall not exceed the Capacity agreed with the relevant Network Operator. If you exceed such Capacity we shall pass through to you any additional costs imposed on us by your Network Operator.

4.4 Where relevant you shall send completed Supplier Certificates to us at the Notice Address to be received at least five (5) Working Days prior to their period of application. Supplier Certificates can only be backdated in accordance with government or HMRC guidelines. You acknowledge that we accept no liability in respect of Supplier Certificates received after such date.

- 4.5 Where you cease to be the owner or occupier of a Premises you agree to give us as much Notice as possible and to provide us with your new address and the details of the new owner or occupier of the Premises. You accept that you shall be liable to pay the Termination Fee in accordance with Clause 8.7.1 and shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or occupier or the supply is permanently Isolated by us or the Network Operator. This Clause 4.5 shall not apply in the event you wish to transfer your liability for the Charges to an Affiliate. If you wish to transfer your liability for the Charges to an Affiliate the conditions of Clause 12.7 shall apply.
- 4.6 You may request Isolation of any Meter Point at any time. You shall be liable for all costs reasonably associated with such Isolation and, where required, any subsequent re-establishment of supply to the relevant Meter Point. Where such Isolation is by way of permanent disconnection this Agreement shall terminate in respect of that Meter Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place and you shall be liable to pay the Termination Fee in accordance with Clause 8.7.1.
- 4.7 Forecast Accuracy
- 4.7.1 Prior to entering into this Agreement you have agreed with us your Nominated Consumption as shown on the Proposal.
- 4.7.2 For electricity only, where your actual consumption for a Forecast Accuracy Period is greater than 120% of your pro-rata Nominated Consumption (the "Upper Tolerance" and/or "UT") and the average System Buy Price for the Forecast Accuracy Period is greater than the Energy-Only Element of the Charges, we may charge you an Electricity Excess Consumption Charge.
- 4.7.3 For electricity only, where your actual consumption for a Forecast Accuracy Period is less than 80% of your pro-rata Nominated Consumption (the "Lower Tolerance" and/or "LT"), except where the average System Sell Price for the Forecast Accuracy Period is greater than the Energy-Only Element of the Charges, in respect of the difference between your actual consumption at those Premises during the Forecast Accuracy Period and the Lower Tolerance, we may charge you an Electricity Under Consumption Charge.
- 4.7.4 For gas only, where your actual consumption for a Forecast Accuracy Period at Premises is greater than 120% of the Nominated Consumption /or the pro-rata amount of the Nominated Consumption as applicable the "Upper Tolerance" and/or "UT" and the average System Marginal Buy Price for that Forecast Accuracy Period is greater than the Energy-Only Element of the Charges, we may charge you a Gas Excess Consumption Charge.
- 4.7.5 For gas only, where your actual consumption for any Forecast Accuracy Period at Premises is less than 80% of your Nominated Consumption /or the pro-rata amount of the Nominated Consumption as applicable the "Lower Tolerance" and/or "LT", except where the average System Marginal Sell Price for that Forecast Accuracy Period is greater than the Energy-Only Element of the Charges, in respect of the difference between your actual consumption at those Premises during that Forecast Accuracy Period and the Lower Tolerance, we may charge you a Gas Under Consumption Charge.
- 4.7.6 Charges applied under this Clause 4.7 shall be payable in accordance with Clause 5.9 of these Terms and Conditions.
- 4.8 Where you are subject to REMIT you are required to Notify us of this prior to the Commencement Date. If at any point after the Commencement Date you become subject to REMIT you must Notify us of this as soon as possible. Failure to Notify us that you are subject to REMIT shall be deemed a Material Breach and we may terminate this Agreement and the conditions of Clauses 8.4 and 8.7 shall apply.
- 4.9 You, or any Agent appointed by you, shall not by any act or omission cause us to be in breach of any legal or regulatory obligation.
- 4.10 Letters of Authority
- 4.10.1 Where you provide a third party with a valid Letter of Authority ('LOA'), if that LOA is in a form and substance acceptable to us, we shall provide the beneficiary of such LOA with the information specified in the LOA upon their request. If you wish to terminate the LOA you must Notify us immediately. If you have provided a third party with a LOA, in the circumstances where we also have an agreement with such third party and we terminate such agreement we may not provide the third party with any further information relating to this Agreement, your Energy account or payment history. We may contact you to confirm the validity of a LOA. Where we are unable to confirm this with you, you agree that we may, at our sole discretion, be unable to accept the LOA provided by the third party.
- 4.11 You acknowledge and accept that you do not meet the criteria for the CMA Segment. If at any point after the Commencement Date you meet the criteria for the CMA Segment you must Notify us as soon as possible and the conditions of Clause 6.5 will apply.

5 Charges, payment and credit terms

5.1 Credit terms

5.1.1 At any time prior to the Commencement Date we may demand a security deposit, bank guarantee and/or parent/cross company guarantee in such form, from such person and/or in such amount as we consider appropriate in the circumstances. You agree that where any deposit and/or guarantee is requested in accordance with this Clause 5.1, you shall provide us with this by the date that we specify and the conditions of Clause 5.2 and/or 5.3 (as applicable) shall apply.

5.1.2 If, at any time during this Agreement, your credit risk status (or the credit risk status of any person that has provided a guarantee under Clause 5.1) deteriorates to any degree as deemed by us and/or as reported by one (1) or more Credit Bureaux or Trade Credit Insurer as unacceptable, or your account with us becomes overdue due to non-payment of invoice(s) in accordance with Clause 5.9, we may:

- a. demand immediate payment of all overdue invoice(s) (where invoices are disputed Clause 5.13 shall apply); and/or
- b. on sending a Written notification to you, amend your payment terms immediately; and/or
- c. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or
- d. demand a security deposit and/or other form of security and/or guarantee, which you shall provide us with by the date specified and the conditions of Clause 5.2 and/or 5.3 (as applicable) shall apply.

Failure to meet any of the above conditions in this Clause 5.1 shall be deemed a Material Breach and we may terminate this Agreement and Clauses 8.4 and 8.7 shall apply. Furthermore we may also isolate your supply and you shall continue to be responsible for any relevant Charges and also for the cost of the Isolation and any subsequent re-establishment of supply.

5.1.3 We may, at any time prior to or during this Agreement, request and/or obtain Trade Credit Insurance. Where applicable, we shall share your account information with a Trade Credit Insurer in accordance with our Privacy Notice.

5.2 Security deposits

5.2.1 Where requested and received by cleared funds in accordance with Clause 5.1, the security deposit will be held by us on trust for you on terms that it may be used to offset overdue payments from you. In the event that a receiver, liquidator, administrator or administrator receiver is appointed by or over us or any of our assets and this Agreement is terminated, you will be entitled to the

return of the security deposit having first offset any overdue payment.

5.2.2 We shall be entitled to use all or part of the security deposit to offset overdue payments from you and if we do so we shall request a further security deposit to be paid to us within ten (10) Working Days of the date of our Notification to you. Where the security deposit has been used and not replaced we may also terminate this Agreement in which case the conditions of Clauses 8.4 and 8.7 shall apply.

5.2.3 We shall repay you the unused balance of the security deposit with interest at the Barclays Business Premium Bank Rate, provided that:

- a. we are no longer the Registered supplier for any and all of the Meter Points; and/or
- b. you cease to be the owner or occupier of any and all of the Premises in accordance with the conditions of Clause 4.5; and
- c. all amounts due to us have been paid in full.

5.3 Guarantees

5.3.1 Where we have requested a guarantee in accordance with Clause 5.1, and have received this from a person and in a format acceptable to us, the bank guarantee or parent/cross company guarantee may be called or part-called in the event of late payment by you of any invoices issued in respect of this Agreement. In addition to calling on the guarantee we may also terminate this Agreement in which case the conditions of Clauses 8.4 and 8.7 shall apply.

5.4 For each billing period we shall invoice you for all Charges relating to all Energy supplied to the Premises during that billing period and any other amounts due under this Agreement.

5.5 You shall be responsible for the payment of all Charges relating to all Energy supplied to the Meter Points. Charges may apply even where Energy is not being consumed at the Premises.

5.6 The Charges may include a recovery of costs, fees, expenses and other charges invoiced by a broker or consultant acting in relation to this Agreement. In most instances costs for services provided by a broker or consultant will be included in the Charges. Your broker or consultant will be able to provide you with details of the costs for their services that have been included in the Charges.

5.7 Where the Premises are subject to an arrangement under the Green Deal, we will include in your invoice the Green Deal Charges and collect these on behalf of the Green Deal Provider for the duration of your Agreement with us, or until you cease to be responsible for making payments in respect of the relevant arrangement under the Green Deal. For the avoidance of doubt, your Green Deal Charges will not be shown on the Proposal.

- 5.7.1 In the event that this Agreement is terminated prior to the End Date for any reason you shall remain liable for all Green Deal Charges for the Agreed Supply Period. If at the End Date you remain the Green Deal Bill Payer you shall remain liable for the Green Deal Charges.
- 5.8 You agree to pay the Charges, any additional charges payable in accordance with these Terms and Conditions and any tax (including VAT), levy, duty or other impositions in accordance with legislation, industry agreements and/or Industry Codes.
- 5.8.1 You acknowledge that all Charges are exclusive of VAT, which shall be charged to you at the prevailing rate. VAT is charged at the standard rate on the full value of our supply of Energy unless you complete a valid VAT declaration, which has been accepted by us, or your average daily consumption falls below the figures set by HMRC. We do not accept VAT declaration forms signed by a third party intermediary even if there is a valid letter of authority. Where we discover an error made on any invoice we may submit a revised invoice when accurate information becomes available.
- 5.9 You agree to pay our invoices by providing cleared funds within fourteen (14) days of the date of the invoice by Direct Debit or as agreed in the Proposal. Any payments made by you shall be apportioned fairly (pro-rata) between the Charges and the Green Deal Charges.
- 5.9.1 Payments by credit card may only be made at our discretion and any such payment shall not affect your agreed payment terms as shown in the Proposal.
- 5.10 If the Proposal provides for payment by Direct Debit and you fail to provide, or you cancel a Direct Debit mandate or your bank fails to honour a transfer we may:
- vary the Charges and/or pass through any additional costs; and/or
 - deem you to be in Material Breach and we may give Notice that we will terminate this Agreement if the Direct Debit is not re-instated and full payment is not received within five (5) Working Days. After such termination the conditions of Clauses 8.4 and 8.7 shall apply; and/or
 - recover any outstanding sums owed to us from, or by calling upon, any security provided in our favour pursuant to this Clause 5 or otherwise in accordance with these Terms and Conditions.
- 5.11 During the Agreed Supply Period an Agent may read your meter. If an Agent's meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on your own meter reading(s) or our reasonable estimate and you shall pay this invoice. Any over-payment or under-payment shall be adjusted as soon as practicable and set off or added to any future invoice (as applicable). In the event that we notice an error made by us on any invoice we may recalculate that invoice or issue a new invoice in accordance with Clause 6.
- 5.12 We shall charge you interest in respect of any amount remaining unpaid by you after the due date at the Bank of England Base Rate + 8%. In addition we shall charge you up to £100 as compensation for costs incurred by us as a result of such late payment.
- 5.13 If you reasonably dispute any amount invoiced by us you shall Notify us at least five (5) days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:
- You shall pay the undisputed part of the invoice in accordance with Clause 5.9. After an agreement is reached or any proceedings in relation to the dispute are determined, any amount payable shall be paid within seven (7) Working Days together with interest accrued in respect of the amount in accordance with Clause 5.12;
 - In the event that you fail to pay the undisputed part of an invoice in accordance with paragraph a. above, you shall pay the full amount of the invoice in accordance with Clause 5.9. After resolution or determination any money owing to you will be credited to your account. We may, at our sole discretion, credit your account with interest calculated from the date payment was received from you at Barclays Business Premium Bank Rate from time to time.
- 5.14 Where we issue an invoice in accordance with the Terms and Conditions for Charges related to your Energy consumption for a period that has either not been billed or billed inaccurately, and we identify you as a Micro Business Consumer at the time of you entering into this Agreement, we shall comply with the Back Billing Rules.
- 5.15 You may not deduct or set off any payments to be made under this Agreement against any amounts due from us, except where we have issued a credit to you. We may set off any amounts due from you, or owing to you, against any amounts due under any other agreement between us.

6 Variations

6.1 In addition to any other conditions in these Terms and Conditions, we may vary this Agreement or pass through any higher or additional costs incurred by us (directly or indirectly) as a result of or in connection with:

- a. information provided by you, your representative or an appointed Agent being incorrect or incomplete; and/or
- b. any new or change in, legislation, industry agreements and/or Industry Codes, or the interpretation or application thereof after the Commencement Date; and/or
- c. any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of Energy to suppliers, during an emergency of a civil, Energy supply or other nature; and/or
- d. any changes made to your supply after the date of this Agreement (including, but not limited to, any changes to the Settlement Class of a Meter Point) which result in a change in third party charges (providing the change is reflected in the amount we are charged by the relevant third party in respect of your supply, we may amend invoices previously issued to you on receipt of refunds or confirmation of new charges from the relevant third party); and/or
- e. any third party charges indicated in the Proposal as pass through; and/or
- f. you not having or ceasing to use your own Agents; and/or
- g. as expressly provided for elsewhere in these Terms and Conditions or any documents referred to herein.

6.2 Where Charges are indicated in the Proposal as being capable of being passed through to you, these Charges may be based on prices published by BEIS, the Authority or other government body and, as such, may be subject to change from time to time. We will invoice you for the actual charges as published or in some circumstances we may Reconcile these charges at a given point in time as Notified to you and you shall pay any additional costs.

6.2.1 Renewables Obligation Charge

6.2.1.1 Without limiting the terms of the Proposal in relation to other Charges, where the Renewables Obligation Charge ("RO Charge") is indicated in the Proposal as being capable of being passed through to you, you acknowledge and accept that the RO Charge can change and as such we shall charge you and you shall pay the RO Charge in relation to electricity supplied in every Month from the Start Date,, calculated as follows:

$$ROC_m = BO_m \times OL_m \times C_m$$

Where:

ROC_m is the RO Charge to be paid by you to us in relation to electricity supplied in Month 'm';

BO_m is the Buy Out Price in force in relation to Month 'm';

OL_m is the Obligation Level in force in relation to Month 'm';

C_m is your consumption in relation to Month 'm' for the Meter Point.

6.2.2 Feed-in-Tariff Charge

6.2.2.1 Without limiting the terms of the Proposal in relation to other Charges, where the Feed-in-Tariff, ("FiT Charge") is indicated in the Proposal as being capable of being passed through to you, you acknowledge and accept that the FiT Charge can change and as such we shall charge you and you shall pay the FiT Charge, in relation to electricity supplied in every Month from the Start Date calculated as follows:

$$FC_m = EFR_m \times C_m$$

Where:

FC_m is the Fit Charge to be paid by you to us in relation to electricity supplied in Month 'm';

EFR_m is the E.ON FiT Rate in p/kWh in relation to the electricity supplied in Month 'm', determined by us, at the time of invoice;

C_m is your consumption for the Meter Point in Month 'm'.

FiT Charges will be Reconciled following the quarterly or annual levelisation fund updates issued by the Authority.

6.2.2.2 In the event that the FiT Reconciliation Charge is a negative amount, the FiT Reconciliation Charge shall be credited to your account. Where the FiT Reconciliation Charge is a positive amount, you shall pay us in accordance with Clause 5.9.

6.2.2.3 For the avoidance of doubt, where you cease to be the owner or occupier of a Premises in accordance with Clause 4.5 or move to another supplier, any outstanding FiT Reconciliation Charges shall be calculated and invoiced. This invoice may not include charges for Energy and may be calculated and produced after the End Date. You agree to pay this invoice in accordance with Clause 5.9.

6.3 Where the pass through of third party charges is not stated in the Proposal, we may vary the Charges and/or otherwise pass through to you any increased or additional costs incurred as a result of or in connection with:

- a. any new or change in, legislation, industry agreements and/or Industry Codes, or the interpretation or application thereof after the Commencement Date; and/or
- b. any material change in the structure of third party charges or the methodology used to calculate them; and/or
- c. where a third party charge is introduced by new legislation, or by the Authority, government body or a third party.

Where we add or vary the charges under this Clause 6.3 we shall charge you for the actual charges as determined by the Authority, government body or relevant third party and where required we may later Reconcile these charges at a given point in time as Notified to you and you shall pay any additional costs arising as a result of such Reconciliation. However, we acknowledge and agree that, notwithstanding our rights under this Clause 6.3 of the Terms and Conditions, where RO Charges, FiT Charges or contract for difference charges are indicated as being part of the unit rate, we shall not seek to vary those Charges which are included in the unit rate or otherwise pass through to you any increased or additional costs incurred by us in respect of those Charges which are included in the unit rate, as a result of the coming into force of any law or regulation the effect of which is to widen eligibility for the energy intensive industries exemptions from such Charges by lowering the business-level electricity intensity threshold test to 10% (or higher), as proposed in Chapter 3 of the "Electricity Intensive Industries: Relief from Indirect costs of Renewable Energy Schemes- Widening Eligibility" consultation announced by BEIS on 22nd June 2018.

6.4 Where we remain the Registered supplier for any of the Meter Points after the End Date under this Agreement:

- a. these Terms and Conditions shall be replaced by the latest version of the General Terms and Conditions For Corporate customers as published at eonenergy.com from time to time, also available from us on request. For the avoidance of doubt, you shall be charged at our Extended Contract Rates for gas and/or electricity supplied by us after the End Date. If your Meter Points are de-energised and we remain the Registered supplier after the End Date you shall be charged according to our De-energised Tariff; or
- b. where we discover you fall within the CMA Segment, we may replace these Terms and Conditions with the latest version of our Standard Terms and Conditions for Small and Medium Enterprises. For the avoidance of doubt, you shall be charged according to our Out of Contract

Prices for small and medium enterprises. Where this Clause 6.4.b applies, we shall Notify you in Writing.

6.5 CMA Segment

6.5.1 If you fall within the CMA Segment during your Agreed Supply Period we may replace these Terms and Conditions with the latest version of our Standard Terms and Conditions for Small and Medium Enterprises at the end of your Agreed Supply Period.

6.5.2 Notwithstanding Clause 8.1, where Clause 6.5.1 applies you may terminate this Agreement and transfer to an alternative supplier.

6.6 Except as expressly provided for in these Terms and Conditions, this Agreement may only be varied by an agreement in Writing signed by both Parties.

7 Metering

7.1 The Metering Equipment must at all times comply with the Act and be appropriate to supply all apparatus connected to it. In the event that we become aware that any part of the Metering Equipment is not suitable, we may arrange for installation, maintenance or replacement of the Metering Equipment and you shall pay the costs incurred by us in doing so.

7.2 Where it is a condition of our Supply Licence that Automated Meter Reading Equipment is installed in respect of a Meter Point, you shall cooperate with us and our Agent to enable us to meet our obligations under our Supply Licence. If we or our Agent visit the Premises by prior appointment and are unable to gain access, or visit the Premises without prior appointment during normal working hours and are unreasonably denied access, we may recover from you all reasonable expenses associated with that visit.

7.3 You shall Notify us as soon as practicable where changes are made to any Meter Point or Metering Equipment.

7.4 You shall provide us and the relevant Agents with safe and reasonable access to the Meter Points and/or Metering Equipment at all times. You shall not obstruct access to a Meter Point and/or the Metering Equipment at any time and you shall ensure that, where access to a Meter Point and/or the Metering Equipment requires a key, accompaniment by you or your representative or any other form of assistance, access to the Meter Point and/or the Metering Equipment shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Meter Point and/or the Metering Equipment at any time we may Notify you of the situation and, if it is not rectified to

our satisfaction within ten (10) Working Days of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.

7.5 The Metering Equipment shall be deemed to be accurate and fit for purpose unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, the Metering Equipment shall be examined in accordance with the Act as soon as practicable. Except where the Meter Operator or Meter Asset Manager is chosen and appointed by us, you shall be responsible for all costs incurred as a result of such examination if the meter is found to register inaccurately beyond that permitted under the Act. If the meter is found to register accurately then the cost of such examination shall be paid by the Party issuing the Notification under this Clause 7.5.

7.6 You shall Notify us as soon as reasonably practicable if you believe there has been damage to or interference with the Metering Equipment or communication equipment or interruption to a communication signal relating to such Metering Equipment and you agree to provide us with all information which we may reasonably require. If you wilfully damage or interfere with any Metering Equipment or communication equipment or interrupt a communication signal we may immediately terminate this Agreement, the conditions of Clauses 8.4 and 8.7 shall apply and you shall indemnify us for all costs reasonably incurred by us as a result of such damage, interference and/or termination.

8 Termination

8.1 If you attempt to change supplier of gas and/or electricity for a Meter Point, we may prevent an alternative supplier from Registering a Meter Point:

- if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement; and/or
- if you have an outstanding, overdue, undisputed invoices; and/or
- if an alternative supplier attempts to Register a Meter Point in error; and/or
- where Registration of a Meter Point would be in breach of industry regulations and/or Industry Codes; and/or
- if an alternative supplier attempts to Register a Meter Point and you have requested that we prevent such Registration.

8.2 A Party may by Notice immediately terminate this Agreement (in respect of any one (1) or more Meter Points) if:

- the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose

of a scheme for a solvent amalgamation of that other Party with one (1) or more companies or the solvent reconstruction of that other Party);

- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more companies or the solvent reconstruction of that other Party);
- an application is made to court, or an order is made, for the appointment of an administrator over the other Party, or if a notice of intention to appoint an administrator over the other Party is given or if an administrator is appointed over the other Party;
- the holder of a qualifying floating charge over the assets of the other Party has become entitled to appoint or has appointed an administrative receiver over the other Party;
- a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or
- the other Party is in Material Breach of this Agreement and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of the injured Party within ten (10) Working Days of the injured Party serving Notice.

8.3 We may by Notice to you immediately terminate this Agreement in respect of any one (1) or more Meter Points if:

- you are unable to pay your debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986 but without needing to prove this to the satisfaction of the court) or you cease or threaten to cease to pay your debts as they fall due; or
- you cease to be a party to or are in Material Breach of your obligations under the Network Operator's terms of connection; or
- any of your management have been involved in a business which has vacated or ceased trading at the Premises or at your registered address with overdue Energy payments outstanding to us under a separate agreement; or
- a Supplier of Last Resort is appointed to the Premises.

8.4 In respect of Meter Points that remain Registered to us after the termination of this Agreement the Deemed Customer Scheme shall apply and you shall be charged at our Deemed Rates. If any Meter Points that remain Registered to us after the termination of this Agreement are de-energised the Deemed Customer Scheme shall apply and you shall be charged according to our De-energised Tariff. Except where termination is due to our Material Breach we may arrange for Isolation of the Meter Points and you shall be liable for any costs incurred by us reasonably associated with such Isolation and any subsequent re-establishment of supply.

8.5 Where you arrange a transfer to an alternative supplier, subject to the conditions of Clauses 8.1 and 8.7, we will take all reasonable steps to complete the customer transfer process within twenty one (21) days from the date the alternative supplier Registers the Meter Point. We shall have no liability where Registration to an alternative supplier is delayed due to circumstances beyond our control.

8.6 Subject to Clauses 5.8.1 and 6 (inclusive), your final invoice shall be based on the closing meter read or, where appropriate, the conditions of Clause 5.11 shall apply. Where a Meter Point has transferred to another supplier the closing meter read will be provided to us by your new supplier or the Network Operator. The invoice shall also include any other costs reasonably incurred by us in the performance of this Agreement.

8.7 Termination Fee

8.7.1 If the Agreement is wrongfully terminated by you, terminated by us as a result of a Material Breach of these Terms and Conditions by you, or terminated in accordance with Clause 4.5 or Clause 4.6 of these Terms and Conditions, without prejudice to our right to pursue any additional remedy in addition to any charges owed by you, we reserve the right to charge you a Termination Fee, which shall be:

- a. an administration fee of £200.00; and
- b. the outstanding number of Months of the Agreed Supply Period, calculated from the date of termination until the end of the Agreed Supply Period (rounded up to whole Months), multiplied by 3% of the Average Monthly Amount due from you; and
- c. recovery of Energy costs calculated as follows;

*(Energy Only Element
– Demand Weighted Average Standard Retail Price)
× Remaining Forecast Consumption ÷ 100*

For the avoidance of doubt the recovery of Energy costs for the purposes of this Clause 8.7 shall always be equal to or greater than £0.00.

8.8 The provisions of Clauses 5.5, 5.8, 5.14, 5.15, 6, 8.6, 9, 12 and 13 shall survive termination of this Agreement.

8.9 Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to the date of termination.

9 Liabilities and Force Majeure

9.1 Any information provided by us is for the purpose of your supply Agreement only and is provided on the condition that you warrant you will not use any such information for any other purpose.

9.2 Nothing in this Agreement shall exclude liability for death, personal injury or fraud resulting from the

negligence of a Party. Each Party shall only be liable to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Agreement, as a likely result of a breach.

9.3 Except in respect of your liability to pay the Charges, each Party's total liability to the other shall not exceed six (6) times the average Monthly payment due from you for the affected Premises or £1,000,000, whichever is the lesser.

9.4 Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for any special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.

9.5 Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected Party is prevented due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued to the other Party immediately when the circumstances of Force Majeure end.

9.5.1 If a Force Majeure event occurs and its effects continue for a period of three (3) Months, either Party may terminate this Agreement immediately by Written Notice. In the event that this Agreement is terminated in accordance with this Clause 9.5.1 the conditions of Clause 8.4 shall apply.

9.6 We shall not be responsible for, nor shall we have any liability to you whatsoever for any losses, costs, expenses or additional charges caused by the acts or omissions of any third party, including but not limited to any Agent.

10 Electricity only

10.1 Except where there is a pre-existing agreement between you and the relevant Network Operator, this Agreement is subject to the National Terms of Connection (NTC). The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your business. We are acting as an agent of that Network Operator to make an agreement with you that the conditions of the NTC will apply. This will happen from the time that you enter into this Agreement and it affects your legal rights. If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at connectionterms.org.uk

- 10.2 The Capacity as shown on the Proposal is indicative only; we shall invoice you for the Capacity based on information provided to us from time to time by your Network Operator. If you require a change to your Capacity you must agree it in advance with your Network Operator. We shall also pass through to you any reactive charges levied on us by the Network Operator.
- 10.3 Where Premises require a Half-Hourly Meter, or are otherwise required to be Half-Hourly Settled, you shall, at your own cost, provide appropriate Metering Equipment including a permanent, functioning communications facility and we will terminate this Agreement from the date of installation of the new equipment and provide you with a new agreement. We may charge you all costs reasonably incurred for failure to ensure such provision and the Parties will enter into a new agreement for the supply of Energy.
- 10.4 Meter Operator, Data Collector and Data Aggregator
- 10.4.1 In respect of all half-hourly electricity Meter Points, you shall have an agreement in place with a Meter Operator for Metering Equipment provision and maintenance. In respect of all half-hourly electricity Meter Points, you shall have an agreement in place with a Data Collector for the collation of data from the Metering Equipment. In respect of all other Meter Points you may request that we appoint a Meter Operator and Data Collector of your choice. If you do not have an agreement in place with a Meter Operator or Data Collector for your half-hourly electricity Meter Points and you do not request that we appoint a Meter Operator and Data Collector of your choice for all other Meter Points we shall appoint a Meter Operator and Data Collector of our choice. Where we appoint a Meter Operator or Data Collector you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment.
- 10.4.2 In all cases, you shall give us at least one Month's Notice before the appointment of your Meter Operator or Data Collector is due to take effect and you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment. We may reject or delay appointment of a Meter Operator or Data Collector of your choice where we have reasonable grounds to do so. You shall not have more than one (1) Meter Operator, Data Collector or Data Aggregator at any one (1) time to perform the relevant Agent Service for each Meter Point. All Meter Operators, Data Collectors and Data Aggregators must be Qualified and if your Meter Operator or Data Collector ceases to be Qualified we will appoint a replacement and recover from you all costs reasonably incurred.

Where a Meter Point has been Isolated by way of de-energisation you shall be charged according to our De-energised Tariff.

- 10.5 Energy from a Renewable Source in receipt of Renewable Energy Guarantee of Origin (REGO) certificates
- 10.5.1 Where agreed, as shown on the Proposal, we will purchase an amount of REGO certificates, or certificates from any other qualifying instrument as approved by Ofgem or the Department for Business Energy & Industrial Strategy ("Renewable Energy Certificates"), equivalent to the expected amount of your supply for the duration of the Agreed Supply Period and shall allocate such Renewable Energy Certificates in accordance with our internal procedures (as amended from time to time).
- 10.5.2 In the event there is a change in law or regulations which (directly or indirectly) affects the availability of Renewable Energy Certificates or Energy from a Renewable Source or where we cannot purchase Renewable Energy Certificates for any reason whatsoever, we may, where possible, and at our sole discretion, substitute this with a comparable product and/or vary the Charges to reflect the change or comparable product. If a comparable product is not substituted, our obligations under Clause 10.5.1 shall be suspended.
- 10.5.3 Whilst purchases of Renewable Energy Certificates demonstrate the procurement of energy from a Renewable Source, we make no warranty or representation as to any environmental benefits from the underlying Renewable Source.
- 10.5.4 If specified in the Proposal, we will purchase Renewable Energy Certificates of the relevant specified Renewable Source.

11 Gas only

- 11.1 In addition to the warranties in Clauses 2.6 and 2.7 being true, our obligation to supply is conditional upon you providing us with Emergency Contact Details as required in accordance with the Uniform Network Code, and you shall Notify us immediately of any changes to the Emergency Contact Details. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.
- 11.2 You shall give us as much notice as possible if you require a change to your Capacity and we shall use reasonable endeavours to meet your requirements. Any additional costs will be passed through to you.
- 11.3 You shall Notify us prior to the Start Date if Capacity at any of the Premises is currently or will be Interruptible at a future date and provide us with any details we require in relation to such Interruptible Capacity. Premises with Interruptible Capacity are subject to our Supplementary Terms and Conditions for an Interruptible Supply of Gas in addition to these Terms and Conditions, a copy of which is available at eonenergy.com or from your account manager.

- 11.4 Except where the meter is owned by the Network Operator or us you shall be the Gas Act Owner and will, at your own expense, keep the meter in proper order for correctly registering the quantity of gas in accordance with the Act. Failure to meet your responsibilities may result in Isolation of the supply by the Network Operator or us.
- 11.5 We shall always appoint a Meter Reader of our choice and unless otherwise agreed with you in Writing, a Meter Asset Manager of our choice. If a Meter Asset Manager of your choice is appointed at a meter you shall be the Gas Act Owner in respect of that meter.
- 11.6 We may vary the Charges or otherwise pass through additional costs incurred by us where you substitute gas with an alternative fuel other than:
- during periods of supply interruption as part of an Interruptible Capacity agreement with your Network Operator; or
 - where your supply has been temporarily Isolated in accordance with an instruction by your Network Operator for emergency or safety reasons or for reasons of maintenance or repair to the Network, in accordance with industry regulations; or
 - where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency; or
 - by prior agreement with us.
- 11.7 You shall not remove or replace any meter that is part of a Sub Deduct Arrangement without our Written agreement.
- 11.8 We may Isolate any Meter Point where no gas is used for a consecutive period of six Months and the Network Operator may remove the means of supply from an Isolated Meter Point which is not re-established within twelve Months of such Isolation. You shall be liable for all costs reasonably associated with such Isolation or removal.
- 11.9 Where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency, we agree to pay you (as soon as reasonably practicable) a DSR Payment provided that we receive the payment applicable to you from the relevant Gas Transporter.
- 11.10 The Charges have been calculated based on the Capacity at the Premises at the time of entering into this Agreement. Except where the conditions of Clause 6 apply, if there is a change to the Capacity at any of the Premises during this Agreement we shall not amend the Charges.
- warranties and undertakings. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement. Each Party acknowledges that in entering into this Agreement, it has not relied on any express or implied representation, warranty, undertaking, or other assurance or arrangement of any kind except those expressly included in this Agreement.
- 12.2 This Agreement shall be governed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine disputes arising out of or in connection with this Agreement (including any non-contractual obligations).
- 12.3 You acknowledge that these Terms and Conditions were agreed with the opportunity for you to obtain independent legal advice.
- 12.4 The Terms and Conditions of this Agreement also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.
- 12.5 Except where Clause 4.10 applies, neither Party shall disclose information relating to this Agreement without prior Written consent from the other Party, except to comply with any relevant law or regulation or any request or direction from any Authority. We may:
- disclose any information relating to you to allow us to perform our obligations under this Agreement; and
 - share information about your account and payment history with credit agencies and other third parties to provide you with an agreed Service; and
 - share information relating to you with third parties or any of our group of companies, who we have identified as being able to provide Energy related services to you; and
 - disclose information to third parties contracted by us to recover sums due to us and/or perform services on our behalf under this Agreement; and
 - share your information with other organisations for the detection and prevention of crime; and
 - share your information with the organisation which communicates securely with smart meters and shares information from smart meters with customers' Energy suppliers and other authorised organisations; and
 - share your information with third parties carrying out market research and/or performance monitoring services for us.

12 Miscellaneous

- 12.1 This Agreement forms the entire agreement between the Parties relating to the transactions contemplated by this Agreement and contains all representations,

12.6 If you provide any Personal Data to us under this Agreement, E.ON UK plc will be the 'Data Controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 ODR. We will process your personal data in accordance with our Privacy Notice, as amended from time to time, which can be found at www.eonenergy.com/privacy or by contacting us to request a paper copy.

12.6.1 You have a number of rights relating to the access to, and control of your data. These are also set out in our Privacy Notice.

12.7 You shall not transfer, novate or assign any rights or obligations under this Agreement (other than assignment or assignation by way of security by way of any bank or financial institution providing finance to you) without our prior Written consent, we may withhold such consent at our sole discretion and, without limiting the foregoing discretion, you agree that this will be subject to (among other things) us credit checking the proposed assignee, and the result of that credit check being satisfactory (as deemed by us). For the avoidance of doubt where a change of owner and/or occupier takes place we cannot guarantee that the Charges as set out in the Proposal shall apply. If you assign this Agreement to a bank or other lender we shall have no obligation to send Notifications under this Agreement to the bank or other lender.

We may transfer or assign any or all of our rights or obligations under this Agreement without your consent.

12.8 No failure to exercise, nor delay in exercising, by us of any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy. Rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law and may be waived only by each Party in Writing and specifically.

12.9 If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Agreement shall continue in full force and effect.

12.10 Any Notice to be given under this Agreement shall be in Writing and delivered by hand or sent by email, recorded delivery or registered letter to the Notice Address.

12.11 Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Agreement or at law. The Agreement shall apply during any dispute resolution process.

12.12 Subject to Clauses 10.1 and 12.4, any person who is not a Party to this Agreement shall not acquire or have any rights under this Agreement whether by virtue of the Contracts (Rights of Third Parties) Act 1999, a jus quaesitum tertio or otherwise.

12.13 Any data or information collected in connection with the performance of this Agreement may be retained by both Parties for at least six (6) years following the End Date for audit purposes.

12.14 Internet communications are not always secure and we do not accept legal responsibility for any message sent electronically. You are responsible for verifying its authenticity before acting on the contents. Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

13 Interpretation and definitions

13.1 Where applicable, references to the singular include references to the plural and vice versa words denoting persons shall include bodies corporate and unincorporated associations of persons and, unless otherwise stated, shall include successors or assigns of such persons. Headings are inserted for convenience only.

13.2 References to any statute, statutory provision, statutory instrument, regulation or code include any amendments, extensions and re-enactments.

13.3 In this Agreement the following terms have these meanings:

"Act"

the Electricity Act 1989 as amended and the Gas Act 1986 as amended, as applicable;

"Affiliate"

the holding company of or subsidiary company of a Party or any company which is a subsidiary company of any subsidiary of such holding company. For the purpose of this definition the expressions "holding company and subsidiary shall have the meaning given to them in Section 1159 of the Companies Act 2006;

"Agent"

a Meter Operator, Data Collector, Data Aggregator, the gas Network Operators' agent, Meter Asset Manager or an agent appointed by us to provide Automated Meter Reading Equipment services;

"Agent Service"

a service provided by an Agent;

"Agreed Supply Period"

the period from and including the later of the Start Date or the date of Registration to and including the End Date;

"Agreement"

the entire content of the Proposal (including but not limited to the special conditions), these Terms and Conditions, any annexes, appendices, and any document referred to in these Terms and Conditions;

"Authority"

the Gas and Electricity Markets Authority (GEMA), the Office of Gas and Electricity Markets (Ofgem) or the Competition Markets Authority (CMA);

"Automated Meter Reading Equipment"

Metering Equipment, other than a Half-Hourly Meter or Daily Read Meter, that provides Agents with the ability to obtain details of your consumption remotely on a half-hourly (electricity) or hourly (gas) basis;

"Average Monthly Amount"

will be the aggregate of all payments (as calculated by us at the date of termination) that have fallen due and/or would fall due during the Agreed Supply Period, divided by the number of Months within the Agreement;

"Back Billing Rules"

the process by which we recover charges, for a Micro Business Consumer, for a period not billed or billed inaccurately and which is governed by either:

1. the "Energy UK Voluntary Standards for back billing of microbusiness energy customers"; or
2. if applicable, the Supply Licence conditions concerning back billing under which we will only invoice or recover charges for Energy consumed or Charges accrued within:
 - a. a period not greater than 12 Months prior to the date of the invoice; or
 - b. a period greater than 12 Months prior to the date of the invoice where:
 - i. as a result of any obstructive or unreasonable behaviour by you we are unable to produce an accurate invoice for the Energy consumed; or
 - ii. Ofgem issue direction or guidance that does not prevent us from recovering Charges for a period greater than 12 Months.

The restriction in 2a above does not prevent us seeking repayment of an invoice which was produced in accordance with the Supply Licence conditions concerning back billing but remains unpaid after 12 Months.

"Balancing and Settlement Code"

the code of that title and all related documents comprising a set of rules to which electricity market participants are required to conform, which can be found at elexon.co.uk;

"Barclays Business Premium Bank Rate"

as published on the Barclays website from time to time;

"Buy Out Price"

as published by the Authority (www.ofgem.gov.uk) every February for that year and as effective from the 1st April. The Buy Out Price is set as £ per Renewables Obligation Certificate (ROC) and for the purposes of this Agreement is interpreted as £/MWh where 1 ROC is equivalent to 1 MWh;

"Capacity"

the total amount of Energy you may consume at a Meter Point in any given period as agreed with the relevant Network Operator. In electricity, this is known as the authorised supply capacity (ASC). In gas, this is your Formula Year Daily Quantity (FYSOQ) or Supply Meter Point Daily Quantity (SMPSOQ);

"Charges"

the prices and other amounts referred to in the Proposal as varied in accordance with the Agreement and all costs, charges and expenses referred to in these Terms and Conditions or otherwise specified in the Agreement;

"Climate Change Levy"

is a tax referred to in Schedule 6 of the Finance Act 2000, levied on electricity and gas used by businesses;

"CMA Segment"

a non-domestic customer with a single Premises who:

- a. for gas, has an annual gas consumption of less than 73,200 kWh; or
- b. for electricity, meets all of the following criteria:
 - i. the Meter Point at the non-domestic Premises falls under profile classes 1, 2, 3 or 4 as defined in the Balancing and Settlement Code; and
 - ii. has an annual consumption of electricity of not more than 50,000 kWh per electricity meter; and
 - iii. uses an electricity meter on the basis of a contractual arrangement whereby a non-domestic customer is required to pay charges for the supply of electricity with no more than three Consumption Windows per electricity meter;

"Commencement Date"

as defined in Clause 1.1;

"Consumption Window"

each separate period within a total period of 24 hours in which electricity consumption was recorded and charged at a distinct unit rate;

"Contract Year"

a period of twelve (12) Months commencing on the Start Date or any anniversary thereof;

"Credit Bureau(x)"

an establishment which collects and compiles data on individuals or businesses and makes such information available to subscribers to allow them to evaluate the financial stability of such individuals or businesses;

"Daily Read Meter", "DM"

in gas only, a Meter Point with a daily read requirement as defined in the Uniform Network Code;

"Data Aggregator"

for electricity only, appointed to carry out the aggregation of metering data received from the Data Collector;

"Data Collector"

appointed to provide data retrieval and/or data processing services;

"Data Controller"

as defined in the GDPR;

"De-energised Tariff"

the rates and charges of that name published from time to time by us (available at eonenergy.com);

"Deemed Customer Scheme"

the relevant document of that name made by us under Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable, published from time to time by us (available at eonenergy.com);

"Deemed Rates"

the rates and charges of that name published from time to time by us (available at eonenergy.com) in accordance with Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable;

"Demand Weighted Average Standard Retail Price"

our prevailing Standard Retail Price demand weighted against your Remaining Forecast Consumption;

"Department for Business, Energy & Industrial Strategy"

the Government department of that name, or any subsequent Government department responsible for Energy;

"Direct Debit"

a preauthorised payment under which you authorise your bank to pay a fixed and/or a variable amount of money directly to us at regular intervals, as shown in the Proposal;

"DSR Payment"

a payment made by us to you for the provision of emergency steps to reduce or discontinue the offtake of gas by a Gas Transporter (demand side response) due to a Gas Deficit Emergency in accordance with the Transportation Principal Document Section Q of the Uniform Network Code;

"E.ON FIT Rate"

your Feed-in-Tariff rate as determined by us, at the point of invoice;

"Electricity Excess Consumption Charge"

calculated as:

$$EECC = (SBPp - EOE_p) \times (ACp - UT)$$

Where:

EECC is the Electricity Excess Consumption Charge;
SBPp is the average of all System Buy Prices for the Forecast Accuracy Period;

ACp is the actual consumption during the relevant Forecast Accuracy Period;

UT is the Upper Tolerance; and

EOEp is the Energy-Only Element for the Forecast Accuracy Period;

"Electricity Under Consumption Charge"

calculated as:

$$EUCC = (EOE_p - SSPp) \times (LT - ACp)$$

Where:

EUCC is the Electricity Under Consumption Charge;
SSPp is the average System Sell Prices for the Forecast Accuracy Period;

ACp is the actual consumption during the Forecast Accuracy Period;

EOEp is the Energy-Only Element for the Forecast Accuracy Period; and

LT is the Lower Tolerance;

"Emergency Contact Details"

for gas only, details of Emergency Contacts who, between them, are available twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year to arrange for the site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency;

"Emergency Contacts"

for gas only, where Premises are not manned twenty four (24) hours a day, three (3) contact names and/or job titles each with up to three (3) telephone numbers. If a site is manned twenty four (24) hours a day, only one (1) Emergency Contact need be provided. Sites with an AQ of >1,464,000kWh must also provide one (1) fax number; this need not be manned constantly but must be capable of receiving faxes twenty four (24) hours a day;

"End Date"

the last date on which the current Charges and/or Pricing Mechanism shall be applicable and being a date specified in the Proposal;

"Energy"

electricity and/or gas, as appropriate;

"Energy-Only Element"

the energy-only element of the Charges, being the demand-weighted rates for Energy. The Energy-Only Element can be provided to you upon request;

"Extended Contract Rates"

the rates and charges of that name published from time to time by us (available at eonenergy.com);

"Firm Load Shedding"

the reduction or discontinuance of gas at a Meter Point as defined in the Uniform Network Code;

"FiT Charge"

has the meaning as defined in Clause 6.2.2.1;

"FiT Reconciliation Charge"

a cost, which may be positive or negative, derived from reconciling the E.ON FiT Charge against the FiT Charge;

"Force Majeure"

an act of God, industrial action (except where solely restricted to employees of the Party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought,

accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and any other cause which is beyond the reasonable control of the affected Party;

"Forecast Accuracy Period(s)"

the period of Supply used for the calculation of Forecast Accuracy for the purposes of Clause 4.7, where:

- a. for Agreed Supply Periods of 12 Months or less this shall be equal to the Agreed Supply Period;
- b. for Agreed Supply Periods greater than 12 Months:
 - i. each Contract Year shall form a Forecast Accuracy Period;
 - ii. where less than 12 Months remain in the Agreed Supply Period the part-Contract Year shall form a Forecast Accuracy Period.

Notwithstanding a) and b) above, where your Proposal states that your Forecast Accuracy Period is Monthly that will be the case and we shall issue your monthly forecast as part of the Agreement;

"Formula Year Annual Quantity"; "FYAQ"

forecast Energy consumption for an annual period, calculated by the relevant Network Operator, used for the calculation of distribution and transportation charges for the current charging year;

"Formula Year Daily Quantity"; "FYDQ"

the total amount of gas you may consume at a Meter Point in any given Gas Day, as calculated by or agreed with the relevant Network Operator, used for the calculation of distribution and transportation charges for the current charging year;

"Gas Act Owner"

as defined in the Uniform Network Code;

"Gas Day"

as defined in the Uniform Network Code;

"Gas Deficit Emergency"

a network gas supply emergency as defined in the Uniform Network Code;

"Gas Excess Consumption Charge"

calculated as:

$$GECC = (SMBPp - EOE_p) \times (ACp - UT)$$

Where:

SMBPp is the average of all System Marginal Buy Prices for the Forecast Accuracy Period;

ACp is the actual consumption during the relevant Forecast Accuracy Period;

UT is the Upper Tolerance; and

EOEp is the Energy-Only Element for the Forecast Accuracy Period;

"Gas Transporter"

as defined in the Uniform Network Code;

"Gas Under Consumption Charge"

calculated as:

$$GUCC = (EOEp - SMSPP) \times (LT - ACp)$$

Where:

SMSPP is the average of all System Marginal Sell Prices for the relevant Forecast Accuracy Period;

ACp is the actual consumption during the relevant Forecast Accuracy Period;

LT is the Lower Tolerance; and

EOEp is the Energy-Only Element for the Forecast Accuracy Period;

"GDPR"

The EU General Data Protection Regulation (Regulation (EU) 2016/679), as amended;

"Good Industry Practice"

the exercise by an Agent of such skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a prudent Agent, engaged in the same type of business, under the same or similar conditions;

"Green Deal"

a government scheme to allow for Energy savings improvements paid for through the Energy bills for the relevant Premises in accordance with Chapter 1 of Part 1 of the Energy Act (2011);

"Green Deal Bill Payer"

the party who is responsible for paying the Energy bills for the Premises subject to an arrangement under the Green Deal;

"Green Deal Charges"

any payment required by you in respect of an arrangement under the Green Deal;

"Green Deal Provider"

an accredited company to provide the installation and financing of Energy efficiency improvements under the Green Deal;

"Half-Hourly Meter"

in electricity only, as defined in the Balancing and Settlement Code;

"Half-Hourly Settled"

in electricity only, as defined in the Balancing and Settlement Code;

"HMRC"

means HM Revenue and Customs;

"Industry Codes"

any set of licences, industry codes and standards, including but not limited to guidance or advice notes, technical guidance notes, guidelines, regulations, codes of practice, or determinations made, issued or approved by BEIS, the Authority or a government body that govern, regulate or are applicable to the Energy industry, Supply Licences or to this Agreement, including those expressly referred to in this Agreement;

"Interruptible"

gas offtake that may be subject to interruption by a Network Operator for purposes in connection with the management of its pipeline system;

"Isolate"; "Isolated"; "Isolation"

where no Energy can flow directly or indirectly from a Network. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection;

"Letter of Authority"; "LOA"

a letter, issued and signed by you, that authorises a third party to act on your behalf regarding your Energy account, this Agreement, or any other agreements you may have in respect of the supply of Energy;

"Lower Tolerance"

as defined in Clause 4.7;

"Material Breach"

a breach serious enough to destroy the value of the contract and give basis for an action for breach of contract and/or termination of the relevant contract;

"Maximum Demand"

for electricity only, in kW, calculated as twice the largest number of kilowatt-hours (kWh) supplied to a Meter Point during any half-hour in the preceding twelve (12) Months;

"Meter Asset Manager"

a person appointed to provide, install, maintain or administer the Metering Equipment;

"Meter Operation Code of Practice Agreement"

an agreement which authorises meter operators to install and connect meters to the electricity network by clarifying that the equipment being provided, installed and maintained meets appropriate technical requirements and that work is carried out to adequate safety standards;

"Meter Operator"

a person appointed to provide, install, maintain or administer the Metering Equipment;

"Meter Point"

the point at which electricity or gas is metered prior to supply to your Premises and at which title and risk in that Energy passes to you. There may be more than one (1) Meter Point at each Premises;

"Meter Reader"

a person appointed to provide data retrieval and/or data processing service;

"Metering Equipment"

any equipment which, whether directly or indirectly, has an effect in the recording of consumption at a singular Meter Point (giving the ability to use such information in billing and settlement);

"Micro Business Consumer"

an Energy consumer who:

- a. has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or
- b. has fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million;

"Month"; "Monthly"

a calendar month;

"National Grid"

a company that owns and manages the grids that connect people and business to the energy they need;

"National Terms of Connection" "NTC"

the document of that title which can be found at connectionterms.org.uk;

"Network"

the local electricity or gas distribution network, as applicable;

"Network Operator"

in respect of a Meter Point, the operator of the local Network;

"Nominated Consumption"

for electricity the value shown on the Proposal as kWh for the Agreed Supply Period. For gas, the value shown on the Proposal as kWh per annum. For the purposes of Clause 4.7 we shall calculate your Forecast Accuracy Period volume requirements by pro-rating your Nominated Consumption over the Agreed Supply Period;

"Non-Daily Read Meter"; "NDM"

a Meter Point that is not a Daily Read Meter and as defined by the Uniform Network Code;

"Notice"; "Notification"; "Notified"; "Notify"

where information is required by either Party it shall be sent to that Party's Notice Address in accordance with Clause 12.10;

"Notice Address"

for notices from us to you, your registered office address or any replacement address designated by you or any email address you provide to us; for notices from you to us, the address indicated in the Proposal or any replacement address designated by us;

"Obligation Level"

the "Obligation Level" published, every year, by the Department for Business, Energy & Industrial Strategy before the start of the applicable Obligation Period. The Obligation Level is set as the proportion of demand which a supplier must source from renewable sources and published as the level of ROC's per 100 MWh of energy. For the purposes of this Agreement this level will be calculated as a percentage;

"Obligation Period"

a period of one (1) year, beginning on 1 April and running to 31 March;

"Ofgem Meter Asset Managers Registration Scheme"

the scheme of that name details of which can be found at www.ofgem.gov.uk;

"Out of Contract Prices"

the rates and charges of that name published from time to time by us (available at eonenergy.com);

"Party"

either you or us, and Parties means you and us;

"Personal Data"

as defined in the GDPR;

"Premises"

each of the premises shown in the Proposal;

"Pricing Mechanism"

a mechanism by which some or all of the Charges shall be determined during the Agreed Supply Period in accordance with the special conditions set out in the Proposal or otherwise agreed between us;

"Principles"

the principles outlined in Part 1, Schedule 1 of the DPA;

"Privacy Notice"

Our privacy notice sets out:

- a. where we might get data about you from;
- b. why we need it;
- c. what we might do with the data (including who we might share it with);
- d. the circumstances in which your data might be transferred abroad; and
- e. how long we keep it for.

"Process" Processed"

as defined in the GDPR;

"Proposal"

our statement of Charges and special conditions applicable to the supply of Energy to your Meter Points during an Agreed Supply Period;

"Qualified"

for electricity, as defined in the Balancing and Settlement Code, and in respect of Meter Operators, also being a signatory to the Meter Operation Code of Practice Agreement. For gas, registered and approved under the Ofgem Meter Asset Managers Registration Scheme;

"Reconcile", "Reconciled"

in respect of the Charges referred to herein, means to settle an indicative charge against the actual charge;

"Register"; "Registered"; "Registration"

registration of the Meter Point(s) to a particular licensed supplier of Energy in accordance with industry regulations;

"Remaining Forecast Consumption"

the amount of Energy we expect you to use from the date of

termination to the End Date of this Agreement based on your Nominated Consumption;

"REMIT"

means the EU regulation on energy market integrity and transparency (No 1227/2011) as amended from time to time;

"Renewable Energy Guarantees of Origin (REGOs)"

electricity certified as being produced from an eligible Ofgem accredited renewable energy source in the UK;

"Renewable Source"

wind, solar, geothermal, wave, tidal, hydropower, biomass, landfill gas, sewage treatment plant gas and biogases;

"Renewables Obligation Order"

means the Renewables Obligation Order 2002 or the Renewables Obligation (Scotland) Order 2002 as applicable and as amended;

"RO Charge"

has the meaning as defined in Clause 6.2.1.1;

"ROC"

means a renewable obligation certificate issued by the Authority under section 32B of the Electricity Act 1989 as amended and pursuant to the Renewables Obligation Order;

"Service"

any agreed additional product and/or service as shown in your Proposal;

"Settlement Class"

Settlement Class 1, 2, 3 or 4, as applicable;

"Settlement Class 1"

the mandatory nominated settlement class for any Meter Point with a Supply Meter Point Annual Quantity greater than 58,600,000kWh where a supplier must provide a meter read for every Gas Day before 11am following the end of the Gas Day;

"Settlement Class 2"

the nominated settlement class for a Meter Point where a supplier must provide a meter read for every Gas Day before the end of the following Gas Day;

"Settlement Class 3"

the nominated settlement class for a Meter Point where a supplier must provide a meter read for every Gas Day batched into a weekly, fortnightly or monthly frequency;

"Settlement Class 4"

the nominated settlement class for a Meter Point where a supplier must provide a meter read on a monthly or annual frequency as defined in the Uniform Network Code;

"Standard Off-take Quantity"

your estimated daily gas consumption as deemed by the Gas Transporters' agent;

"Standard Retail Price"

our prevailing standard retail contract price for industrial and commercial customers;

"Standard Terms and Conditions for Small and Medium Enterprises"

the relevant document of that name, as amended and published from time to time by us (available at eonenergy.com)

"Start Date"

the date on which supply of Energy to the Meter Point(s) under this Agreement is proposed to commence;

"Sub Deduct Arrangement"

an arrangement of pipes and meters which allows for gas to be conveyed to other Premises downstream for purposes of supply and which is recognised as such by the Network Operator;

"Supplier Certificate"

certificates available from HMRC or the government representing the percentage of supply eligible for relief from taxes, duties or third party charges. Including but not limited to the Climate Change Levy Supplier Certificates (PP11), representing the percentage of supply eligible for relief from Climate Change Levy;

"Supplier of Last Resort"

a licensed supplier appointed by the Authority in the event of an insolvency of another supplier under the Energy Act 2011;

"Supply Licence"

a licence granted to us under the Act to supply gas or electricity to end users;

"Supply Meter Point Annual Quantity"; "SMPAQ"

forecast Energy consumption for an annual period, calculated by the relevant Network Operator, used during the physical gas volume settlement process;

"Supply Meter Point Daily Quantity"; "SMPSOQ"

the total amount of gas you may consume at a Meter Point in any given Gas Day, as calculated by or agreed with the relevant Network Operator, used for load management purposes and ratchet charge calculations;

"System Buy Price"; "SBP"

as defined in the Balancing & Settlement Code (BSC) arrangements, a component of the British Electricity Trading & Transmission Arrangements (BETTA) which specify the system and method of sale, purchase and transmission of wholesale electricity. The BSC can be found at elexon.co.uk and the System Buy Prices for each half-hour are published at bmreports.com. If you require any assistance in finding these please speak to your account manager;

"System Marginal Buy Price"; "SMBP"

the System Marginal Buy Price, as calculated and published by National Grid in respect of each Gas Day;

"System Marginal Sell Price"; "SMSP"

the System Marginal Sell Price, as calculated and published by National Grid in respect of each Gas Day;

"System Sell Price"; "SSP"

as defined in the Balancing & Settlement Code (BSC) arrangements, a component of the British Electricity Trading & Transmission Arrangements (BETTA) which specify the system and method of sale, purchase and transmission of wholesale electricity. The BSC can be found at elexon.co.uk and the System Sell Prices for each half-hour are published at bmreports.com. If you require any assistance in finding these please speak to your account manager;

"Termination Fee"

a fee charged to you by us which we have estimated as being the loss we will incur in the event that this Agreement is terminated before the end of the Agreed Supply Period;

"Terms and Conditions"

means these Terms and Conditions relating to the supply of Energy to you, as varied from time to time;

"Trade Credit Insurance"

an insurance policy and risk management product that assists in the management and mitigation of risk to us. The insurance policy is an agreement made between us and the Trade Credit Insurer;

"Trade Credit Insurer"

the legal entity that has provided the Trade Credit Insurance;

"Uniform Network Code"

the code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found at gasgovernance.co.uk;

"Upper Tolerance"

as defined in Clause 4.7;

"us"; "we"; "our"

E.ON UK plc or E.ON Energy Solutions Limited;

"VAT"

means value added tax;

"Working Day"

any day other than a Saturday, Sunday, Christmas Day, Good Friday or bank holiday in England and Wales;

"Writing"; "Written"

includes writing sent or received by electronic communication;

"you"; "your"

the party named as the customer in the Proposal.

